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### DECLARATION - USA PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled GENES INVOLVED IN BRASSINOSTEROID HORMONE ACTION IN PLANTS; the specification of which was filed on November 27, 2001 as Application Serial No. 09/995,938 and was amended on .

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56;

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or any patent issued thereon.

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Full name of first inventor: Joanne Chory

Inventor's signature

*Joanne Chory*

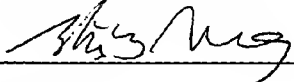
Date

2/14/02

Residence: 727 Hoska Drive, Del Mar, CA 92014

Citizenship: United States

Full name of second inventor: **Zhiyong Wang**

Inventor's signature 

Date 3/27/02

Residence: **3541 Bryant Street, Palo Alto, California 94306**

Citizenship: ☒ **Republic of China**  
*People's*

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Send Correspondence To:  
**KNOBBE, MARTENS, OLSON & BEAR, LLP**  
**Customer No. 20,995**

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020602

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ASSIGNMENT

Assignment made, 2/14, 2002, by Joanne Chory, Ph.D.  
("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation (the  
"Institute").

Recitals

WHEREAS, Inventor is an employee of the Institute and, as a condition of his/her employment, has signed the Agreement appended to the Institute's Statement of Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to the Institute all rights he/she may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or by funds under the control of the Institute (each a "Subject Property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has, alone or with others, invented "GENES INVOLVED IN BRASSINOSTEROID HORMONE ACTION IN PLANTS" (the "Invention") and the Invention is a Subject Property; and

WHEREAS, Inventor seeks to make a formal assignment of his/her interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title and interest in the Invention.

NOW THEREFORE, in consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, Inventor agrees as follows:

1. Assignment. Inventor hereby assigns to the Institute his/her entire right, title, and interest in the Invention; any United States patent applications and all corresponding foreign patent applications which are directed to the Invention (including, without limitation, the patent application entitled "GENES INVOLVED IN BRASSINOSTEROID HORMONE ACTION IN PLANTS" filed in the United States Patent and Trademark Office on November 27, 2001, with Application Number 09/995,938, and any and all patents issued therefrom; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued therefrom; and all claims which are directed to the Invention and which may be contained in continuation-in-part applications or in patents which issue therefrom.

2. Cooperation. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable to assign Inventor's entire right, title and interest in the Invention to the Institute and to assist the Institute (or others at the direction of the Institute) in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to the Invention.

3. Parties. The terms and provisions of this Assignment shall inure to the benefit of the Institute and its successors and assigns and shall be binding on the Inventor and his/her heirs, personal representatives and assigns.

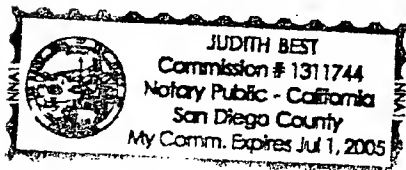
4. Warranty. Inventor warrants and represents that he/she has not entered into any assignment, contract, or understanding in conflict herewith, and that there is no other person or entity whose consent is required in order for the Inventor to make the assignment contained herein.

Inventor: Joanne Chory  
Joanne Chory, Ph.D.

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss.

On Feb. 14, 2002, before me, JUDITH BEST, Notary Public, personally appeared, JOANNE CHORY personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Judith Best  
Notary Public in and/or said  
County and State

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**ASSIGNMENT - DO NOT RECORD -**

Assignment made, MARCH 27, 2002, by Zhiyong Wang, Ph.D. ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation (the "Institute").

Recitals

WHEREAS, Inventor is an employee of the Institute and, as a condition of his/her employment, has signed the Agreement appended to the Institute's Statement of Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to the Institute all rights he/she may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or by funds under the control of the Institute (each a "Subject Property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has, alone or with others, invented "GENES INVOLVED IN BRASSINOSTEROID HORMONE ACTION IN PLANTS" (the "Invention") and the Invention is a Subject Property; and

WHEREAS, Inventor seeks to make a formal assignment of his/her interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title and interest in the Invention.

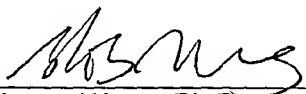
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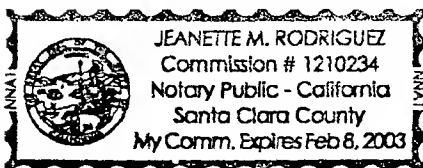
4. Warranty. Inventor warrants and represents that he/she has not entered into any assignment, contract, or understanding in conflict herewith, and that there is no other person or entity whose consent is required in order for the Inventor to make the assignment contained herein.


Inventor:   
Zhiyong Wang, Ph.D.

STATE OF CALIFORNIA )  
COUNTY OF Santa Clara } ss.

On March 27, 2002, before me, Jeanette M. Rodriguez Notary Public, personally appeared, Zhiyong Wang personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Notary Public in and/or said  
County and State

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